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AGREEMENT FOR SERVICES

**FOR THE
SCHOOL YEARS 2013-2016**

Between the

**PHELPS-CLIFTON SPRINGS
EMPLOYEES ASSOCIATION**

AND

**THE PHELPS-CLIFTON SPRINGS
CENTRAL SCHOOL DISTRICT**

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PHELPS-CLIFTON SPRINGS CENTRAL SCHOOL

Clifton Springs, New York 14432

AGREEMENT FOR SERVICES

School Years 2013-2014, 2014-2015, 2015-2016

This Agreement is made this first day of July 1, 2013, by and between the Phelps-Clifton Springs School District, party of the first part, and the Phelps-Clifton Springs Employee Association of the aforesaid school district, party of the second part. This Agreement is in effect from July 1, 2013 until June 30, 2016 or until a subsequent Agreement is signed by both parties.

Definitions - Party of the first part is defined as the Board of Education, herein after called "District". Party of the second part is defined as the Phelps-Clifton Springs Employee Association, herein after called "unit member" unless a specific type of employee is mentioned.

Pursuant to the stipulation stated hereafter, unit members agree to furnish services in the various categories: maintenance, monitor, bus driver, bus driver/mechanic helper, cafeteria, professional and licensed practical nurses, etc., subject to, and guided by, policies of the Board of Education and administration, for the school years 2013-2016, as determined by the school calendar established by the Board.

Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the Board and its administrative staff are retained by it.

NOTICE REQUIRED BY CIVIL SERVICE LAW, SECTION 204A

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENT BY AMENDMENT OF LAW OR PROVIDING ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Section 1 - GENERAL PROVISIONS

ARTICLE 1

A. RECOGNITION

The Board of Education of the Phelps-Clifton Springs Central School District recognizes the Phelps-Clifton Springs Employees' Association as the exclusive agent for all non-instructional employees in the district in the following unit. Included are regularly employed full-time and part-time employees in the following positions: cleaners, custodians, groundskeeper, building maintenance mechanic monitors, food service workers, cook managers, assistant cooks, baker, bus drivers, mechanics, bus driver/mechanic helpers, and nurses. Excluded are the Superintendent of Buildings and Grounds, Supervisor of Transportation, Cafeteria Director, other personnel required to exercise significant supervisory responsibility over persons in the negotiating unit, secretarial personnel, teacher aides, Phelps Clifton Springs student employees, casual temporary non-unit employees, and all other employees of the school district who do not perform work normally performed by unit members.

B. NO STRIKE

The Association affirms that its members will not participate in any strike, work stoppage, or other pressure tactics detrimental to the educational process during the terms of the agreement, or until a subsequent agreement is signed.

ARTICLE 2

PROMOTIONS AND JOB VACANCIES

- A. All openings within the unit shall be posted in each department and in each building, and shall show all necessary qualifications for the position. A copy will be sent to the President of the Association. The notice shall include a list of all job duties as determined by the District. A GED or High School Diploma is preferred. Such a posting may be filled by a 15 day temporary appointment before a probationary appointment is made.
- B. All Members of the Association shall be eligible for promotion within the District, provided the necessary qualifications for the position are met.
- C. Qualified applicants shall have the right to transfer. Seniority shall be the basis for appointment, if qualified and approved by the District. During the summer vacation, such notice shall be mailed to the officers of the Association.
- D. Unit members who transfer to another position and are dismissed during the 60 day probationary period, shall have the right to return to their former position within the Phelps-Clifton Springs Employees Association titles.
- E. When job vacancies occur, the District will post the vacancies for at least fifteen (15) days before advertising outside the district.
- F. Whenever possible, the job shall be posted fifteen (15) days prior to the opening of school in September.
- G. Vacancies that are created when a unit member transfers shall be posted.
- H. No unit member's pay or benefits shall be reduced as a result of an involuntary transfer unless such transfer is the direct result of a budget driven layoff of their previous position.
- I. No high school student shall fill a position vacated by a Unit Member.
- J. All new unit members will serve up to a one (1) year probationary period.

ARTICLE 3

EMERGENCY SCHOOL CLOSING

- A. Whenever the District announces the closing of school for some weather related emergency condition prior to the school day, employees need not report to work. The only exception to this statement is that Department Heads are expected to check the building under their care sometime during the day in question.

In the event that school closes in a non-weather related emergency Unit Member attendance will be at the discretion of the Superintendent.
- B. If schools are closed during the day for some emergency condition, second shift employees need not report to work.
- C. If a Unit Member is called in when school is closed to remove snow that day, they will be paid at the rate of time and one-half of their normal hourly rate for the hours worked.
- D. All approved hours worked on an emergency school closing will be paid at time and one-half of their normal hourly rates. This payment is in addition to their emergency school closing wage.
- E. The District will establish a procedure to use to notify all Unit Members in case of an emergency school closing or delay.

ARTICLE 4

INSURANCE

A. District agrees to pay 100% of the cost for all full-time unit members of the basic health insurance coverage as provided by Rochester Hospital Service (Excellus Blue Cross/Blue Shield), effective July 1, 1997. The Blue Point option is also provided at the same percentage contribution as the basic Blue Cross/Blue Shield Plan, Blue Million which is no longer available. The parties mutually agree that any unit member employed after July 1, 1988 shall pay 13% of the single, two (2) persons, family no spouse or family coverage.

B. Where one or both parties (husband and wife) are 65 or over, the District agrees to pay full hospitalization.

C. Part-time Unit Members may become members of the health group, but must pay their own premium.

The Parties mutually agree that any sick days accumulated over 165 and up to 220 the District will provide 40% of the daily rate of pay at the time of retirement. Retirement is defined as meeting the New York State and Local Employees' Retirement System for full retirement benefits upon cessation from employment with the District. The unit member need not be enrolled in the New York State and Local Employees' Retirement System to collect payment for unused sick days at time of retirement.

D. Effective July 1, 2005 District will provide the options offered through the Non Monroe County School District Plan known as Blue Point 2 High Option with \$5.00/\$15.00/\$30.00 three tier Co-pay Drug Prescription Plan, Healthy Blue 15-0 with \$5.00/\$25.00/\$50.00 three tier Co-Pay Drug Plan and Blue Cross/Blue Shield Dental Plan. In addition to the foregoing, the District will provide the option known as Preferred Care Opportunity Plan.

E. Parties mutually agree that any unit member employed after July 1, 1988 shall, at the time of his/her retirement from this District, be eligible to have the District pay 50 % of the annual health insurance premium.

The Parties mutually agree that the District will provide the same health insurance benefits to any unit member covered by this agreement at the time of his/her retirement as are in effect on June 30th of the year of his/her retirement.

To be eligible for retirement health insurance, a unit member must be employed at least twelve years in the district.

If a unit member who has worked twelve or more years leaves the District, but is not eligible for retirement, he/she must pay for health insurance up to the time they start collecting their New York State Retirement Benefits. The district shall pay the health insurance from that point.

The District will make available Supplement C and Medicare Blue Choice PPO plans to retirees over age 65 to retirees over 65 at same premium sharing as above specified.

F. District agrees to pay the sum of \$1000.00 at the conclusion of each year to every qualified unit member who has not participated in the District health insurance program during the previous twelve (12) months. This is to be paid at the time of last payroll in June by separate check. The first and last year of a unit member's insurance benefit shall be pro-rated, if the last year is due to retirement.

G. A 125 flexible spending account is available for all unit members.

H. By no later than July, 2006, the parties agree to form a joint study committee to study alternative health insurance companies that might be able to provide duplicate coverage or better coverage than the current carrier.

ARTICLE 5

LEAVES

Section 1: SICK LEAVE

A. All non-instructional unit members will be granted twelve days of sick leave per year, accumulative to 250 days. Eleven (11) month unit members shall receive one (1) extra sick day for summer. Twelve (12) month unit members shall receive one extra sick leave day for each summer month (July and August).

Effective July 1, 2008 new unit members will accumulate sick days on a pro-rated basis until their first July 1st at which time they will receive their full amount of days in accordance with the above paragraph.

B. Regular part-time unit member's sick time shall be on the basis of one day per month, twelve (12) days, and accumulative to 250 days maximum. A day shall be defined as the average daily part-time day schedule to be worked. (i.e. If you average a two (2) hour work day, you are entitled to an average of two hours paid sick leave a day). Provision for part-time workers applies to those fulfilling a reasonable schedule, not to temporary workers who may be doing incidental part-time substitution.

C. District will establish a sick leave reserve to aid unit members who suffer prolonged illness, disability, and/or injury and who have exhausted their sick leave during an extended period of illness.

D. Any unit member who does not use sick days during the school calendar year will receive the following:

10 month unit member working less than four (4) hours will receive a \$200.00 stipend.

10 month unit members working four (4) hours or more will receive a \$360.00 stipend.

11 month unit members will receive a \$400.00 stipend.

12 month unit members will receive a \$425.00 stipend.

This stipend will be classified as a separate payment to the unit member, and payable on the third pay roll of June of each school year.

E. To join the sick bank each unit member shall voluntarily contribute two (2) sick days to the sick bank.

The District shall contribute one (1) sick day for two (2) sick days contributed by the unit member.

For each subsequent year the above procedure will be followed except that contribution period will be September 1 through September 30.

Any new unit member after July 1, 2001 who wishes to join shall contribute two (2) sick days to the sick bank, after their probationary period is over.

A committee consisting of four (4) Unit Members, appointed by the President of the Employees Association and four (4) members appointed by the Superintendent, will draw up procedures and guidelines to administer the sick leave bank.

The committee may request a written statement of the unit member's physical condition from a duty licensed New York State physician.

If a unit member applies to the sick bank all other sick leave must be used, and all but three (3) personal days must be used before days from the sick bank will be granted. **THIS DOES NOT INCLUDE VACATION DAYS.**

The District is in agreement with the Association that the maximum number of days allowed to accumulate is 500. When the number drops below 250, new unit members will be asked to donate two (2) days and the District will donate one (1) day as per the employee's contract.

Section 2: PERSONAL LEAVE

- A. All unit members will be granted three days personal leave a year.
- B. All unit members may accumulate ten (10) personal days per year.
- C. Any personal days accumulated over ten (10) shall automatically go to sick time. Any personal days ten (10) and under, will remain under personal time.
- D.. Personal leave taken before or after a holiday or vacation will be limited to two (2) unit members per department, per building, on a first come-first serve basis, and the use of the correct district forms properly submitted, not to exceed 25% of the Unit Members in the building or department (except in the case where there are four or less Unit Members in the building or department one shall be allowed to take such personal leave).
- E. In extraordinary situations the Superintendent of the District may, upon written application and discussion with the unit member, grant extra days of personal leave.

Section 3: CHILD REARING LEAVE

Child rearing leave will be granted upon request without pay for a period which includes absence for temporary disability or childbirth, if applicable, and shall not exceed two years beyond the last day of the school year in which absence begins. Adoptive parents shall be treated as natural parents for child-rearing leave purposes.

Section 4: BEREAVEMENT LEAVE

All unit members will be granted up to five (5) days special leave in the event of a death in the family. This is neither personal leave nor sick leave. FAMILY is defined as spouse, parent (of employee or spouse), child, brother, sister, or grandparents (of employee or spouse), grandchildren, in-laws, step-parents, and step-children of employee or spouse. Unit Members will receive three (3) days for aunts, uncles, cousins, nieces, and nephews of employee or spouse, unless out of state when five (5) days will be granted. In extraordinary circumstances, the Superintendent may grant bereavement leave as he/she feels is warranted.

Section 5: MILITARY LEAVE

Under section 242-243 of the Military Law, unit members ordered into active military service, or volunteering, are entitled to military leaves of absence for the duration of such military duty. A unit member on such leave must be reinstated to his/her position, provided he/she makes application for such reinstatement within ninety (90) days after the termination of military duty. He/she may be reinstated at the discretion of the District, provided he/she requests such reinstatement within one year after the termination of the military duty.

ARTICLE 6

HOLIDAYS

- A. All hourly unit members are to be paid for the following holidays: Washington's Birthday, Memorial Day, Columbus Day, Veteran's Day, Thanksgiving Day, and the Friday after Thanksgiving, Martin Luther King Jr. Day, and Good Friday shall also be a paid holiday unless school is in session.
- B. All twelve (12) month unit members are to be paid for holidays as in section (A) above, plus the following holidays: Independence Day, Labor Day, Christmas, and New Year's Day. All regular 12 month unit members will receive an additional holiday. The observance of this holiday will be mutually determined between the parties.

ARTICLE 7

VACATIONS

Only twelve (12) month Unit Members will receive vacation time as listed below:

A. District recognizes a Unit Member's anniversary date as the first July 1 following their appointment to a permanent position.

B. Vacations will be granted to twelve month unit members in accordance with the following schedule:

From date of appointment to first July 1	½ day per month
Beginning of second year	two (2) weeks
Beginning of seventh year	three (3) weeks
Beginning of thirteenth year	four (4) weeks
Beginning of twentieth year and thereafter	five (5) weeks

C. An individual joining the unit after the beginning of the fiscal year is not entitled to the full annual complement of days until he/she reaches the first July 1 after being hired.

D. An individual leaving employment prior to the end of the fiscal year is not entitled to the full annual complement either.

E. Unit members may take all or part of their vacation time during the year, provided such a request is approved by the Superintendent or his/her designated representative.

F. Unit members will be allowed to carry over one week of unused vacation.

ARTICLE 8

RETIREMENT

A. District will pay in full, the retirement for all non-instructional unit members who are members of the retirement system, in accordance with section 75i of the New York State Retirement System.

B. District agrees to extend a lump-sum payment in the amount of 40% of the final salary (schedule and step, or wage rate) to a unit member in their 1st year of eligibility without state penalty and who is a member of the New York State Employees Retirement System.

C. Qualification One

A unit member intending to retire must submit written notification to the Superintendent one year in advance of their intended retirement date. Further, this same unit member must, by February 1, or five (5) months prior to the intended retirement date, submit a letter of resignation for retirement to be effective the subsequent June 30.

The above mentioned lump-sum payment of 40% of the final year's salary will only be paid to the retiring unit member in that period of time after the formal letter of resignation for retirement purposes has been accepted by the Board of Education.

D. Qualification Two

To be eligible, a unit member must have completed nine (9) years of service in the Phelps-Clifton Springs Central School District, and have reached their 1st year of eligibility without penalty.

Effective July 1, 1986, the District will provide option 41j under the New York State Employee's Retirement System which reads as follows: This applies if earning and accumulation of sick leave were (prior to the member's retirement) authorized by law, rule, regulation, written order or written policy. Allowable unused sick leave credit is limited to 165 days and is applied as additional service credit on a calendar basis.

E. Employer Non-elective Contribution

1. The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee who is eligible for the retirement incentive as provided for in Article 8B of the existing collective bargaining agreement, which contribution shall be remitted, in accordance with all of the terms of this article, by no later than the first payroll in July of the calendar year in which the Employee retires. The amount of that Employer Non-elective Contribution shall be based upon the retirement sum, and shall be subject to the remaining terms and conditions of the article.

2. No Cash Options No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.

3. Contribution Limitations In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the proceeding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

- A. For all members in the New York State Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code*. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such as excess shall be reallocated to the Employee the following year as an Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to four (4) years after the year of the Employee's employment severance, until such time as the Employer Non-elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*.
4. 403(b) Accounts Employer contributions shall be deposited into the 403(b) account selected by employee to receive Employer contributions, provided such account will accept Employer Non-elective Contributions. If the employee does not designate a 403(b) account to receive Employer's contributions, or if the account designated will not accept Employer's Non-elective Contributions for any reason, then Employer shall deposit contributions, in the name of the employee, into the endorsed 403(b) program.
5. This article shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.
6. This article shall further be subject to the approval of the 403(b) Provider, which shall review the article solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*. Upon request, ING Life Insurance and Annuity Company ("ILIAC") agrees to provide the Employer with ILIAC's standard hold

harmless agreement where the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.

7. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-elective Contributions and the amount of the participant's Includible Compensation.
8. The District and Association agree that each unit member who opens a 403b account, pursuant to this article, will sign the negotiated acknowledgement form.

ARTICLE 9

FAIR EMPLOYMENT PRACTICES

A. Discipline

No unit member shall be disciplined, reprimanded, or reduced in rank or compensation without just cause.

1. In the discipline of unit members, the District will follow a policy of progressive discipline, except in cases of serious offenses.
2. Unit members shall be given a written memorandum of a verbal warning for the first offense and a written warning for the second offense, before any further discipline is considered. Serious offenses are exempt from this requirement.
3. The District may promulgate reasonable rules of conduct for unit members that are not inconsistent with the agreement.
4. All investigations that might lead to discipline shall be conducted in an objective manner.
5. No unit member shall be investigated by another unit member. Investigations and discipline will be handled by the department supervisor.
6. A meeting with a unit member which might lead to disciplinary action must be accompanied by a building steward or officer. Should the unit member not wish to have representation, he/she will indicate such in writing.
7. The District shall not discriminate in applying terms and conditions of employment for reasons of sex, marital status, age, race, creed, or union membership.
8. An individual who is seeking or has sought recourse in reference to the above in another forum shall be prohibited from pursuing the same issue into arbitration.

B. Layoff

Any unit member who is laid off shall be put on a recall list in the inverse order of seniority, and shall be allowed to accept any job that opens in that unit, if qualified, and shall continue to have the right to be recalled to his/her original position when open within five years. This provision shall be administered consistent with Civil Service Regulations.

1. For lay off purposes, a unit member's seniority shall determine the order to be followed. (Last one laid off, first one recalled)
2. The unit member with the least title seniority shall be the first to be laid off until the total number of employees required to decrease forces shall be established. Having exhausted his/her seniority in his/her current title, the laid off unit member shall exercise his/her district wide seniority to displace any employee with less seniority than he/she possesses, provided the unit member has the ability and qualifications necessary to perform the available job.
3. Any unit member who is laid off due to down sizing will be paid for his/her new vacation and personal time acquired on the next pay period.

C. Seniority

1. District Wide Seniority shall be defined as length of continued, uninterrupted service with the Phelps-Clifton Springs School District (this includes years of service before the merger). This definition shall apply to noncompetitive or labor class unit.
2. Title Seniority shall be defined as length of service in that job title. For example, a mechanic with two years of service, who secures a position as a cook manager, cannot transfer two years of mechanic's service to the cook manager position. Years of service must be in the same classification.

ARTICLE 10

GRIEVANCE PROCEDURES

A. Definitions:

Grievance -- a claim by a Unit Member, that there has been a violation, misinterpretation, or inequitable application of any provision of this agreement.

Aggrieved Party -- the Association and/or group of persons in the negotiating unit filing a grievance.

B. Procedure:

If a grievance affects a group of unit members or appears to the Association to be associated with the system wide policies, it may be, submitted by the Association under c3 below.

The Superintendent, Board and Association agree to facilitate any investigations which may be required, and to make available any and all materials and relevant documents, communications, and records concerning the alleged grievance.

In the event, a grievance is filed on or after June 1, upon request by, or behalf of the aggrieved Party, the time limits set forth herein, will be reduced pro rata, so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as possible.

C. State of Grievance:

1. STAGE 1: The aggrieved party and/or his/her steward will first take up the matter informally or verbally with the member's supervisor within sixty (60) days of the time he/she knew of the alleged violation. (for 10-and 11- month employees, the days in between two calendar school years shall not count toward these sixty (60) days). Alleged payroll problems or violations are exempt from these timelines.
2. If the grievance is not resolved informally, it shall be reduced to writing and presented to the immediate supervisor within ten (10) working days after the informal discussion. The aggrieved party is to forward a copy of the grievance to the President of the Association. Within ten (10) working days after the written grievance is presented to his/her, the Supervisor shall render a decision in writing and present it to the aggrieved party with a copy to the Superintendent, or his/her duly authorized designee.
3. STAGE 2: If the aggrieved party is not satisfied with the written decision of the supervisor, he/she will present the grievance to the Grievance Committee.
4. If the Grievance Committee determines that the unit member has a meritorious grievance, it will file a written appeal of the decision with the Superintendent, or his/her duly authorized designee, within twenty (20) working days after the unit member's receipt of the Stage 1 response.
5. Within ten (10) working days after receipt of the appeal, the Superintendent, or his/her duly authorized designee, shall render a decision in writing to the aggrieved party, the Grievance Committee or its representative.
6. STAGE 3: If the aggrieved party and the Grievance Committee are not satisfied with the decision at Stage 2, the Grievance Committee may file an appeal in writing with the Board of Education within ten (10) working days after receiving the decision at Stage 2.

7. The Board of Education shall act upon the grievance and issue a written decision within ten (10) working days of receipt of the grievance.
8. Within ten (10) working days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, to the aggrieved party, the Grievance Committee or its representative.
9. STAGE 4: If the aggrieved party and the Grievance Committee are not satisfied with the decision at Stage 3, the Grievance Committee may decide to submit the grievance to arbitration within ten (10) working days and will notify the Board of Education of its decision to do so in writing.
10. The arbitrator may be selected by mutual agreement of the parties. Failing mutual agreement, after ten (10) working days of notification of intent to arbitrate, the moving party will file with the American Arbitration Association, the Public Employment Relations Board or the New York State Mediation Board, according to their procedures.
11. The decision of the Arbitrator shall be binding upon both parties. The cost of the Arbitration will be borne equally by the parties.

ARTICLE 11

PAYROLL DEDUCTIONS

A. Dues Deduction

The District will deduct dues for the Phelps-Clifton Springs Employee Association, New York United Teachers and its affiliates, after receipt of a signed individual dues authorization card. The Association will certify to the district office the respective dues for each organization. Dues shall be deducted in twenty (20) equal amounts and delivered to the treasurer of the Phelps-Clifton Springs Employee Association for distribution.

B. Agency Fee

Agency fee shall be provided pursuant to chapter 677 and 678 of the Laws of 1977 of the State of New York, Chapter 606 of the Laws of 1992 and Section 208 of the Civil Service Law of the State of New York, which should remain in force pending action by the New York State Legislature.

C. Benefit Trust

The District shall check-off and remit twenty (20) payments to the New York State United Teachers Benefit Trust upon submission of a signed authorization to the payroll office for anyone within the unit. Such signed authorization may be discontinued at the end of its term upon written notice by the employee to the District. The District shall remit to the NYSUT Benefit Trust the twenty (20) payments deducted and shall furnish the Trust and the bargaining agent with a list of all employees from whose salaries such deductions have been made and the amounts of such deduction.

ARTICLE 12

ASSOCIATION RIGHTS

The Association President, or his/her designee, shall be granted 12 school days per year for association business with the provision that, these specific days shall be approved by the Superintendent, and the Association shall reimburse the district for the substitute's salary.

ARTICLE 13

MANAGEMENT RIGHTS

Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the Board and its administrative staff are retained by it.

ARTICLE 14

ADDITIONAL BENEFITS

A. Longevity

For each of the three (3) years of the duration of this contract, the District will pay longevity payments as follows:

	2013-2016
12 yrs. of service	\$ 370
15 yrs. of service	660
20 yrs. of service	1,045
25 yrs. of service	1,150
30 yrs. of service	1,340

B. Examinations

Physical examinations required by the State and/or District will be paid for by the District. If a unit member requests to see his/her own physician, he/she will pay for the difference between what the District pays for a Physician and the cost if seen by their personal physician, excluding bus drivers, as they need to meet Article 19-A Requirements.

C. Fingerprinting and Other Testing

The District shall pay the cost of the state and federal requirements relating to fingerprinting, drug and alcohol testing for all current employees. The parties will meet prior to any drug testing program to negotiate any impact that program will have on terms and conditions of employment.

D. CPR and First Aide Training

The District will provide CPR training course and First Aide training to all non-instructional unit members interested. The course shall be offered at a district school building at alternate times and days. Refresher courses in CPR shall be provided as needed as long as four or more Unit Members are enrolled. If CPR Training is mandatory for a unit member he/she will be paid his/her regular rate of pay to attend training.

E. In-Service and/or Continuous Education Credit Reimbursement

The District will reimburse any unit member for a total of in-service cumulative hours of fifteen (15) which equals one (1) in-service credit, three (3) in-service credits will be reimbursed for total of \$115.00 stipend added on to the unit member's annual salary. Request for reimbursement must be obtained from the appropriately designated person of the District prior to the commencement of course work. Reimbursement for all classes will be made following successful completion of class. The District will reimburse any unit member a stipend for all course work above licenses starting in the 2001-2002 school year.

F. Mandatory Licensing

The District will pay for all mandated classes required for maintaining professional licenses.

ARTICLE 15

MISCELLANEOUS PROVISIONS

A. Jury Duty

Any Unit Member called for jury duty is to be paid his/her full salary, and is entitled to keep, in addition to that pay, any stipend paid for such as a juror.

B. Court Appearances

The District will pay the unit member's rate of pay for work-related court appearances if outside, of regular work hours.

C. Negotiations of Matters Not Specified

While present conditions continue, in matters not covered by this agreement, the Board and the Superintendent will not adopt any change in policy which will affect wages, hours, or other terms and/or conditions of employment of any of the unit members in the unit represented by the Association. A copy of any such proposed change in policy shall be mailed to the President of the Association and the Association may exercise any rights it may have under this contract and the Public Employee Fair Employment Act.

In any proposed change in policy affecting hours, wages, and/or terms and conditions of the employment covered by the agreement, and previously subject to negotiations, every effort will be made to implement the change to the mutual satisfaction of the Parties. The provision does not affect administrative decisions which, must, of necessity, be made by the Administrator in order to meet the exigencies of the situation. This article in no way abrogates the responsibilities of the Board as provided in section 1709 of the Education Law.

D. Individual Arrangement Agreement

Any individual arrangement, agreement, or contract between the District and an individual unit member, therefore executed, shall be subjected to, and consistent with, the terms of this or subsequent agreements to be executed by the Parties. If an individual arrangement, agreement, or contract contains any language inconsistent with the agreement, during its duration, shall be controlling.

E. Conformity to Law

If, in the event that any provision of this agreement is, or shall be at anytime contrary to Law or Rules and Regulations of the Board of Regents or Commissioner of Education, that provisions shall not be applicable, but all other items remain in effect.

F. Part-Time Employment

Part-Time benefits will be pro-rated, except for health insurance (50% rule to stay and seniority i.e. full credit for each year).

G. Health and Safety Committee

There shall be established a Health and Safety Committee to be made up of district employee representatives to make recommendations to the Board on matters that affect health and safety of employees. Meetings will be held at a time determined by the majority of all members.

H. Copy of Agreement

The District will furnish a copy of this agreement to each non-instructional unit member, as well as 25 additional copies to the President of the Association, and will also supply new unit members with a copy of this agreement.

SECTION 2

ARTICLE 1

REGISTERED PROFESSIONAL NURSES

LICENSED PRACTICAL NURSES

A. Hours

Nurses shall work a seven (7) hour and fifteen (15) minute day, 189 1/2 days, as scheduled by the administration, eight of which are paid holidays within the ten (10) month school year, and the 1/2 day to be determined by September 30th by the District. Daily pay rate is 1/189 1/2 of salary.

Subs will be provided when a nurse is absent. The above hours shall include a minimum 30 minute, duty-free lunch and 15 minute break periods.

All nurses will be notified as to approximate number of hours per week that their services will be needed, and such notification shall be in writing prior to the beginning of the school year.

All unit members shall receive a statement of earnings and benefits no later than the first paycheck of each school year. This statement is to include the amount of salary, salary step placement, and accrued sick leave and personal time.

Supervisors will not perform unit member work, except during emergencies. They will be permitted to assist in the department for training purposes.

B. Overtime

Any unit member who is requested by their department supervisor to report to work over their normal contract hours, and the time worked is less than forty hours a week, will be paid straight time. After forty hours worked the unit member will receive time and one-half.

A unit member will receive time and one-half for all time worked over forty hours within a given week. Vacation and holiday time will be considered as time worked, as well as sick and personal leave.

C. District-sponsored School Trips

A stipend will be paid to school nurses who are asked by the District to accompany students on out-of-town trips that exceed normal working hours. A \$50.00 stipend will be paid for trips that do not require an overnight stay. A \$150.00 per night stipend will be paid for school nurses who accompany students on overnight trips. The stipend will be paid in addition to admission, motel costs, or travel expenses.

D. Summer Hours

School nurses may be requested to work during the summer and shall be reimbursed for up to four (4) days of work at the pro-rated daily salary.

E. Work Load

Whenever a building exceeds 750 students, additional health office personnel shall be assigned to that building.

F. Home Visits

The school nurse assigned to home visits shall receive the regular rate of pay pro-rated hourly with a minimum of one (1) hour if occurring outside of regularly scheduled work hours. Nurses will be reimbursed for mileage by IRS guidelines.

G. Uniforms

The District will pay up to \$150.00 per nurse per school year for uniforms. The District will make such payments only when an itemized receipt, or proof of purchase, is presented to the appropriately designated person.

When a unit member retires or leaves their employment with the school district they are required to return all monogrammed uniforms.

H. Compensation

All returning employees will receive 2% increase in wages for all three (3) years of the agreement.

The following are minimum salary wage ranges for all new employees in the position of:

	Registered Nurse:	Licensed Practical Nurse:
2013-2014	\$31,025 – 33,555	\$18.00 – 20.00
2014-2015	31,340 – 33,895	18.20 – 20.20
2015-2016	31,650 – 34,230	18.40 – 20.40

This minimum salary wage range will be increased 1% for each year of the agreement.

A Registered Professional Nurse will receive an additional \$400 as a stipend for supervision of Licensed Practical Nurse.

A Registered Professional Nurse who is assigned to oversee two (2) schools due to lack of nurse substitute will receive a stipend of \$55.00 per day.

School nurses who earn a Bachelor of Science Degree will receive an additional stipend of \$800 per year.

ARTICLE 2

FOOD SERVICE DEPARTMENT

A. Hours

All food service personnel will be notified as to approximate number of hours per week that their services will be needed, and such notification shall be in writing if there is any change from his/her previous schedule, prior to the beginning of the school year. The high school/middle school and intermediate school/primary school cook manager will work an eight (8) hour day.

Supervisors will not perform unit member work, except during emergencies. They will be permitted to assist in the department for training purposes.

All unit members shall receive a statement of earnings and benefits no later than the first paycheck of each school year. This statement is to include the amount of salary, salary and accrued sick leave and personal time.

B. Overtime

Any unit member who is requested by their department supervisor to report to work over their normal contract hours and the time worked is less than forty hours a week will be paid straight time. After forty hours worked the unit member will receive time and one-half.

A unit member will receive time and one-half for all time worked over forty hours within a given week. Vacation and holiday time will be considered as time worked, as well as sick and personal leave.

C. Uniforms

The District will pay \$225.00 to full time unit members, and \$175.00 to part-time unit members, per school year for uniform allowance. This allowance will be spent on dress jeans/slacks, short sleeve shirts, rubber soled shoes, and aprons. No uniform allowance will be provided until probationary period is over. Because the District purchases the uniforms for the unit members as a benefit, the unit members are required to wear them while working at or for the school.

When a unit member retires or leaves their employment with the school district they are required to return all monogrammed uniforms.

D. Compensation

All returning employees will receive 2% increase in wages for all three (3) years of the agreement.

The following are minimum hourly wage ranges for all new employees in the following positions:

	2013-2014	2014-2015	2015-2016
Assistant Cook	\$14.95 – 16.65	\$15.10 – 16.80	\$15.25 – 16.95
Cook Manager	18.35 – 18.90	18.55 – 19.05	18.70 – 19.25
Food Service Worker.	9.45 – 10.65	9.55 – 10.75	9.65 – 10.85
Baker	11.95 – 14.00	12.10 – 14.10	12.20 – 14.25
Monitor	9.85 – 11.60	9.95 – 11.70	10.05 – 11.80

These minimums hourly wage ranges will be increased 1% for each year of the agreement..

E. The District shall pay the cost of attendance at the Board of Health Sanitation and the GSVBI Food Association meetings. Food Service personnel who participate will be compensated at their regular hourly rate. Article 14 Section E. does not apply to the above meetings.

Qualifications for hiring:

1. Starting salary will be based on previous experience.
2. Previous experience in an educational setting weighted more heavily.
3. Starting salary will be based on educational level.
4. Assistant cooks must hold a high school diploma/external degree.

A food service department worker filling in at a higher position for a period of one (1) full shift, will receive the salary for that higher position. The unit member filling in will return to their former job and pay.

A cook manager supervising two (2) schools will receive an additional 5% of their current salary.

Unit Member with State Certification will receive a \$125.00 stipend.

Unit Member with a National Certification Levels will receive the following stipends:

Level 1 \$275.00

Level 2 \$375.00

Level 3 \$475.00

These stipends will be paid to unit member in a separate check the last pay-period of June.

ARTICLE 3

CUSTODIANS-CLEANERS-GROUNDS KEEPERS

BUILDING MAINTENANCE MECHANIC

A. Hours

All regular custodial, maintenance personnel, building maintenance mechanic, grounds keeper and cleaners will work a 40 hour week. Night shift workers will receive a one-half hour lunch within their eight (8) hour shift.

All non-instructional unit members will be notified as to approximate numbers of hours per week that their services will be needed, and such notification shall be in writing prior to the beginning of the school year.

All unit members shall receive a statement of earnings and benefits with the first paycheck of each school year. This statement is to include the amount of salary, salary step placement, and accrued sick leave and personal time.

Supervisors will not perform unit member work, except during emergencies. They will be permitted to assist in the department for training purposes.

Custodians, maintenance workers, cleaners, building maintenance mechanic or grounds keeper working their shifts during the hours of 5:00am to 4:00pm will receive the regular rate. Those working second shift will receive an additional \$.60 per hour for any shift beginning after 3:00pm. Any unit member working third shift will receive an additional \$.65 per hour for any shift beginning at 11:00pm. Any unit member called to work prior to the hour of their regular shift, shall be compensated at the rate of time and one-half of the rate of pay, provided such unit member has worked his/her regular schedule for his/her shift.

B. Overtime

Any unit member who is requested by their department supervisor to report to work over their normal contract hours, and the time worked is less than forty hours a week, will be paid straight time. After forty hours worked the unit member will receive time and one-half.

A unit member will receive time and one-half for all time worked over forty hours within a given week. Vacation and holiday time will be considered as time worked, as well as sick and personal time.

C. Uniforms

1. A unit member will receive four (4) shirts, and four (4) jeans per year of the contract. A reimbursement of up to \$100.00 for work boots shall be granted to any unit member who chooses to wear them per year of the contract. The grounds keeper will receive a winter coat and bib overalls or coveralls at the beginning of every other year of the contract, anyone else working outside will receive a winter coat and bib overalls or coveralls at the beginning of each contract. The District purchases the uniform for the unit members as a benefit, the unit members are required to wear them while working at or for the school. When a unit member retires or leaves their employment with the school district they are required to return all monogrammed uniforms.

2. Should the grounds keeper require equipment or clothing to safely perform his/her duties, he/she will make a request to his/her supervisor for consideration of approval.

D. "B" Shift NYSUT-SRP Meetings

It is our contention that ONE "B" shift Maintenance employee from EACH BUILDING may attend monthly NYSUT-SRP union meetings which are scheduled during the evening.

1. A union employee representative may take (1) hour per month, during scheduled shift, to attend the NYSUT-SRP meeting.

2. The Phelps-Clifton Springs School District will pay one-half (½) hour dinner time break as stipulated in the negotiated agreement, and NYSUT-SRP will pay the additional one-half (½ to 1) hour for attendance at the meeting.

3. The representative will be required to verify attendance at NYSUT-SRP meetings by signing in and out at meetings with the union secretary.

4. A Union employee representative will be responsible for informing other union members in their buildings all information that was discussed at the meeting.

5. The union members from each building will rotate within their building, allowing each member that wants to be a representative to attend a meeting sometime during the year.

6. Each union member from their prospective buildings will coordinate by rotation who will be the representative at the meeting.

E. Temporary Transfer

1. Any unit member who is temporarily transferred at the District's convenience to another job title shall receive an additional \$1.00 per hour or the salary for that higher position, whichever is greater. The higher wage rate will cease when the unit member returns to his/her former job title.

F. Compensation

All returning employees will receive 2% increase in wages for all three (3) years of the agreement.

The following are minimum hourly wage ranges for all new employees in the following positions:

	2013-2014	2014-2015	2015-2016
Cleaner:	\$11.00 – 13.00	\$11.10 – 13.10	\$11.20 – 13.25
Grounds Keeper:	13.10 – 15.10	13.25 – 15.25	13.35 – 15.40
Custodian:	14.75 – 16.70	14.90 – 16.90	15.05 – 17.05
Building Maintenance Mechanic	13.33 - 14.50	13.47 - 14.65	13.61 - 14.80

These minimums hourly wage ranges will be increased 1% for each year of the agreement.

Qualifications for hiring:

1. Starting salary will be based on previous experience.
2. Previous experience in an educational setting will be weighted more heavily.
3. Starting salary will be based on educational level.
4. Civil Service test scores will be used to hire custodians.

G. Emergency call in

Custodian, grounds keeper, and/or building maintenance mechanic who are called in for an emergency will receive a minimum of one (1) hour of over time pay.

Department Head stipend: 2013-2016 - \$1,987

ARTICLE 4

BUS DRIVERS, MONITORS, MECHANICS,
BUS DRIVER/MECHANIC HELPER

A. Hours

All non-instructional unit members will be notified as to approximate number of hours per week that their services will be needed, and such notification shall be in writing prior to the beginning of the school year.

All unit members shall receive a statement of earnings and benefits with the first paycheck of each school year. This statement is to include the amount of salary, salary step placement, and accrued sick leave and personal time.

Supervisors will not perform unit members' work, except during emergencies. They will be permitted to assist in the department for training purposes.

All van and special education run drivers will be guaranteed four (4) hours per day for 188 days. All regular route drivers will be guaranteed five (5) hours per day for 188 days. Between bus runs School buses must return to school property. Drivers may be asked to perform work related tasks between runs when "on the clock".

1. If after a month a route that has a contractual four hour minimum is established to consistently be more than four hours that route will be considered at whatever length it consistently takes to drive the route above four hours.

2. If after a month a route that has a contractual five hour minimum is established to consistently be more than five hours that route will be considered at whatever length it consistently takes to drive the route above five hours.

3. The length of time determined in "1" and "2" above will be written down and the parties will be mutually aware of the length of the route.

4. If a driver on such a route as described in "1" and "2" above takes leave day(s) pursuant to Section 1, Article 5 of the Agreement that driver will be paid for the leave day(s) at the length of time established in "3" above.

B. Overtime

Any unit member who is requested by their department supervisor to report to work over their normal contract hours, and the time worked is less than forty hours a week, will be paid straight time. After forty hours worked the unit member will receive time and one-half. A unit member will receive time and one-half for all time worked over forty hours within a given week. Vacation and holiday time will be considered as time worked, as well as sick and personal time towards the forty hours.

C. Commercial Drivers Licenses

CDL License will be consistent with the Article 19-A of the Motor Vehicle Law.

D. Driver Routes

The Phelps-Clifton Springs School District retains the right to appoint drivers to the routes of its choice.

E. Driver Assignment

The objectives for assigning drivers to routes are to provide unit members the opportunity to bid on vacant bus runs for the upcoming school year, to provide a means of improving the communication of information to the Supervisor of Transportation, and to set timelines for the notification of procedures listed below. All drivers with four (4) or five (5) hour bus routes will remain on their routes until there is a vacancy.

1. By the first Monday of August of each school year, the district will post, in the bus garage, all upcoming scheduled bus runs that are vacant as of the first Monday of August for the school year.
2. The district will provide forms for unit members to make bids on vacant bus runs. Unit members must submit these forms within seven (7) working days of the posting.
3. All other factors being equal, seniority will be the deciding factor in the assignment of a unit member to a preferred run.
4. Unit members shall receive official notification of the assignments no later than August 20th of that school year.
5. If conditions arise which prevent such notification, the Supervisor of Transportation will contact the President of the Employee Association to discuss the reasons for the delay and they will mutually determine a date when notification will be made.
6. Subsequent vacancies of all runs will be posted within ten (10) days of vacancy, and the assignment will be made to those with the most seniority, all other factors being equal.
7. Posting under this article shall mean notices appearing on the bus garage bulletin board and shall include destination and hours, including starting and ending time, vehicle type and length of scheduled run.
8. Casual driving of a school bus by any non-unit member is prohibited.

F. Temporary Job Assignment

Bus driver/mechanic helper will not be assigned to substitute for bus drivers on any regular basis, however, bus driver mechanics who are qualified and available to drive in emergencies, or for incidental illness, may perform such driver duties with the understanding that they will not be regularly scheduled to do so. The District will assign at least one transportation maintenance unit member to the garage during the regular day bus runs.

G. Driver Seniority

Seniority for all drivers shall commence with board approved date of hire.

H. Extra Trips

1. All extra trips shall be assigned by a rotating wheel and administered by a committee of three drivers. Drivers who are scheduled to be on their regular runs during an extra trip are not eligible for that run. Decisions by the committee are final and not subject to grievances.
2. Should the District be unable to find a driver for a proposed extra bus trip within 48 hours of the proposed date of the trip, the President of the PCSEA or his/her designee will be notified. The President will have 24 hours to locate a driver and report back to the Transportation Department.

I. Bumping Rights

1. See Article 9, B: Layoffs.
2. A driver who has an assignment route cancelled may bump into a route held by anyone with less seniority, and will continue to receive the same salary rate as he or she was paid for the cancelled route. The bumping driver must at the same time forfeit any other incidental, temporary or hourly runs which conflict with the route into which he or she has bumped. The driver(s) bumped as a result of the

bumping driver(s) may exercise their right to bump into the route held by anyone with less seniority. The same conditions and rights as described in the paragraph above apply to these bumping drivers as well.

J. Meal Allowance

Whenever bus drivers are assigned extra duty runs of at least four (4) hours during the normal lunch time, they will receive a lunch allowance of \$7.50. For extra runs of at least four (4) hours during the normal dinner time, they will receive a dinner allowance of \$10.00.

K. Overnight Trips

If a school bus driver goes on an overnight bus trip the following provisions will be followed:

1. The District will pay for all the driver's meals and lodging while the driver is on the trip. The driver will be responsible for receipts for these expenses.
 2. The driver must keep a daily logbook of on and off duty driving time.
 3. He/she must abide by all rules governing on and off duty times according to D.O.T. regulations.
- When the driver is on his/her own time he/she may use the school bus in a reasonable manner for his/her own transportation.

L. Training

All new drivers, whether new to bus driving or a new hire with previous experience, will adhere to the following guidelines:

1. After obtaining a Learner's Permit the driver is trained how to do a pre-trip inspection of the bus and how to operate the vehicle. The new driver must pass the road test.
2. All new hires must ride with a Bus Driver Trainer. The amount of time will vary with each person, but the average is 3 to 5 days: Day 1 -- the new driver should ride and observe the bus driver trainer on the morning run. The bus driver trainer will explain how to use the radio properly, how and when to use the yellow and red lights, how to correctly process students for crossing, how to check and review traffic patterns on roads, how to pick up and drop off students while maintaining the 10 to 15 foot rules, how to maintain a safe, clean and ready vehicle. Day 2 -- The new driver will then be allowed to operate the vehicle while the bus driver trainer observes and make suggestions to implement the directions given to Day 1.
3. On the last day of the training period, the new driver will act as a substitute driver. He/she must be able to perform all the duties of the regular route driver. The bus driver trainer will be riding on the bus as an observer only. The new driver's abilities will be assessed at the end of the route.
4. At the end of the training period a written report will be given to the Transportation Supervisor. It will then be decided if any additional training or action is necessary.

M. Accidents

When a bus driver or other unit member is involved in an accident with a school owned vehicle, the member will be compensated a minimum of one hour of their rate of pay, and up to three (3) hours of their rate of pay, for the purpose of completing forms or other necessary tasks associated with the accident.

The District will pay the unit member's regular rate of pay for work-related court appearances if outside regular working hours.

N. Uniforms

The District will purchase, at its expense, four (4) shirts, and four (4) jeans per year for each mechanic and will also provide laundry service for such uniforms. A reimbursement of up to \$100.00 for work boots, shall be granted to any unit member who chooses to wear them per year of the contract. These uniforms will be selected mutually.

Unit members must serve the probationary period before they receive uniforms or uniform allowances. The District will also purchase jackets with monogram for bus drivers every odd year starting with the year 2001. Because the District purchases the uniforms and jackets for unit members

as a benefit, the unit member is required to wear them while working for the school (weather permitting). When a unit member retires or leaves the school district they are required to return all monogram uniforms and jackets.

O. Bus Driver Training Sessions

1. Unit members attending required training sessions related to their duties will be compensated at their regular rate of pay. All reasonable expenses for training will be paid upon the presentation of a receipt, including reimbursement of travel expenses if not provided by the District.
2. The District may provide transportation to such training sessions from the District Garage.

P. Ice and Snow Removal

The District will provide bus drivers with the appropriate equipment for ice and snow removal from buses.

Q. Commercial Motor Vehicle testing for the use of alcohol and controlled substance

The Omnibus Transportation Employee Testing Act (hereinafter "ACT") and the U.S. Department of Transportation regulations (hereinafter "Federal regulations") mandate that the District test operators of commercial motor vehicles for the use of alcohol or controlled substances starting on or about January 1, 1996. Commercial motor vehicle operators in this unit are subject to this law and regulations.

The parties agree as follows:

1. Cost of testing

a. The District agrees to pay for alcohol tests and for the primary split vial testing of urine with regard to controlled substances for random testing, reasonable suspicion testing, post-accident testing, return to duty testing, and follow up testing.

b. If a unit member's primary split sample test of urine is positive, the member may request from the Medical Review Officer an order to have a secondary split vial sample tested within the period specified in the federal regulations. The unit member making the request for the secondary test split sample specimen, must prepay all of the costs associated with this secondary split vial sample. The District agrees to reimburse the unit member for the prepaid costs of testing within five (5) days of the receipt of the bill.

c. Any unit member required to take a random, reasonable suspicion, post-accident, return of duty, and follow up testing will be paid status for the time it takes to complete the testing. Mileage and reasonable expenses will be paid by the District.

2. Union Representation

a. A unit member may consult with a union representative prior to, contemporaneous with, or after being tested and the union representative may be present for the testing, as long as the union representative does not interfere with, obstruct, prevent, or delay testing of the unit member. The district will notify every unit member by written notice at the beginning of each year.

b. Union representatives who are unit members of the District, who consult with or accompany any unit member who is or has been subject to testing, will not be in a paid status except with regard to first time random testing of unit members. The president may accompany the unit member to the testing site and will be paid for his/her time.

3. Accident Testing

After an accident, a unit member may call or consult with a union representative, as long as the process of contacting and consulting does not interfere with, obstruct, prevent or delay testing of the unit member in accordance with Federal regulations.

4. Release Regarding Post Accident Testing By Other Agencies

Each unit member who holds a commercial driver's license, shall sign a release allowing the district to obtain any test results from state, country, local, or federal officials with regards to any breath, blood, or urine tests for the use of alcohol and/or the use of controlled substances which the unit member has been subjected to a post accident setting if such requirement is mandated by federal law.

5. Reasonable Suspicion Issues

a. The determination of the need for drug and/or alcohol testing will be made on the basis of reasonable suspicion as specified in the federal regulations. A trained district supervisor or administrator is to make the determination for reasonable suspicion testing.

b. When a unit member must leave the work site to be tested, the District agrees to make arrangements for delivery of the unit member to the test and to receive the training as required by law. All actions will be kept in the strictest confidence.

6. Confidentiality Concerns

a. Test results and other records are to be maintained by the District and are subject to federal regulations, specified 49 CFR 40.81 titled "Availability and Disclosure of alcohol testing information about individual unit members."

b. The District agrees that the results of any testing of unit members will be delivered to the office of the Superintendent of Schools or Business Administrator or his/her designee..

c. Unit members who request diagnostic treatment for alcohol or substance abuse who avail themselves of an EAP will not jeopardize their rights or job security. All such requests will be kept strictly confidential.

d. All information, interviews, reports, statements, memoranda, and all reports of all referrals, screening and confirming tests shall be held in the strictest confidence by the independent testing laboratory and all personnel in the District.

e. No record of tests conducted under these procedures shall be placed, or made reference to, in any personnel file of the unit member. Neither shall any records or other information related to this policy be used or received into evidence, be obtained in discovery or otherwise disclosed in any public or private proceeding, be released pursuant to a subpoena or be released for use in any criminal action.

7. Substance Abuse Professionals

a. The District agrees to compile and make available a list of names, addresses, and telephone numbers, of SAPs which will be given to any unit member who has engaged in prohibited conduct and/or to any unit member who tests between 0.02 to 0.039 on an alcohol test.

b. The cost of any SAP evaluation and/or prescribed treatment is to be borne by the affected unit member. However, if these charges are covered by the employee's health insurance plan, they may be submitted for payment and/or reimbursement.

c. The SAP shall be part of the current district EAP.

d. Should the unit member remain in the employment of the district after a second positive drug or alcohol test in a two (2) year period, the unit member shall be referred to a recovery program, Employee Assistance Program, or other rehabilitation program, either on an in-patient or out-patient basis. A positive drug test is defined in the federal regulations. If the confirming or split sample test is negative, then the initial positive test result is canceled and deemed negative.

8. Alcohol Testing Issues

a. If a unit member is tested and has a blood alcohol content of between 0.02 and 0.039, he/she will be removed from safety sensitive duty for at least 24 hours or until the unit member's next, scheduled on-duty time, whichever is longer.

b. Any unit member whose alcohol test indicates a blood alcohol content of between 0.02 and 0.039 will be sent home for at least 24 hours or until the unit member's next scheduled on-duty time, whichever is longer.

9. Change in Board of Education Policy

Should the District adopt any changes or revisions to the terms of the Board of Education Policy on Drug and Alcohol Testing for School Bus Drivers, the District agrees to meet and negotiate with the Association the impact of any such changes upon terms and conditions of employment of unit members.

10. Savings Clause

Nothing in this Agreement is intended to be in conflict with the Omnibus Transportation Employee Testing Act and the Federal regulations which implement the Act; however, should any portion of this Agreement be in violation of the Act or Federal regulations, that portion shall be void and unenforceable.

R. Compensation

All returning employees will receive 2% increase in wages for all three (3) years of the agreement.

All returning van and special education drivers will receive a \$.37 increase effective 2005-06 school year to ensure that all returning bus drivers will receive the same rate of pay.

The following are minimum hourly wage ranges for all new employees in the following positions:

	2013-2014	2014-2015	2015-2016
Mechanic Forman:	\$22.95 – 23.60	\$23.15 – 23.85	\$23.40 – 24.05
Bus Driver/Mechanic Helper:	19.05 – 19.70	19.25 – 19.90	19.45 – 20.10
Bus Driver:	17.40 – 19.70	17.55 – 19.90	17.75 – 20.10
Monitor:	9.85 – 11.60	9.95 – 11.70	10.05 – 11.80

Minimum hourly wage ranges will be increased 1% for each year of the agreement.

Extra Trips Hourly Rate: 2013-2016 \$22.70

Minimum Trip Rate: (one (1) hour minimum per trip) Per Driver Hourly

DURATION OF AGREEMENT

The Agreement shall be effective as of July 1, 2013 and shall continue through June 30, 2016. This Agreement shall constitute the commitments between both parties, and will remain in force for the duration of the Agreement, except as it may be altered or changed by mutual agreement of both parties. The Parties agree that all items in this agreement have been discussed through negotiations leading to this agreement, and therefore, agree that negotiations will not be reopened on any item contained herein during the life of this Agreement, except by mutual agreement.

IN WITNESS THEREOF – THE FOLLOWING PARTIES DO AGREE THAT THEY HAVE ENTERED INTO A CONTRACT DESCRIBED HEREIN:

BY Cynthia M Olander DATE 5-21-13
PRESIDENT, PHELPS-CLIFTON SPRINGS EMPLOYEES ASSOCIATION

BY Mike Ford DATE 5-21-13
SUPERINTENDENT, PHELPS-CLIFTON SPRINGS CENTRAL SCHOOL DISTRICT

Signed

By Superintendent Mike Ford of Phelps Clifton-Springs Central School District

By President Cindy Olander of Phelps Clifton Springs Employee Association

Original Documents filed in District Office and PCSEA Office

